



Margaret Donnellan Todd
County Librarian

County of Los Angeles Public Library ■ www.colapublib.org
7400 East Imperial Hwy., Downey, CA 90242 ■ (562) 940-8400



August 05, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 August 5, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVE A FUNDING AGREEMENT BETWEEN
THE COUNTY OF LOS ANGELES AND THE ANTELOPE VALLEY RURAL MUSEUM
FOR THE ANTELOPE VALLEY HISTORY RESEARCH LIBRARY
AND COMMUNITY GROUP MEETING ROOM
(SUPERVISORIAL DISTRICT 5) (3 VOTES)**

SUBJECT

The Public Library is recommending that the Board of Supervisors authorize and delegate authority to the County Librarian to execute an agreement with the Antelope Valley Rural Museum (Museum) whereby the County will contribute funding to support the Museum for the development of the Antelope Valley History Research Library and Community Group Meeting Room (Research Library and Meeting Room) and in return, the Museum agrees to grant the County access to and use of the Museum's digital photo collection (Collection).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and delegate authority to the County Librarian, or designee, to execute a Funding Agreement, substantially similar to the attached, with County Counsel approval as to form, with the Museum to provide funding for the Research Library and Meeting Room and, in return, the Museum grants the County access to and use of the Museum's Collection, for a period of two (2) years with three (3) one-year successive automatic renewals, upon execution of the agreement by the Museum and the County.
2. Approve and delegate authority to the County Librarian, or designee, to execute any future amendments with the Museum, approved as to form by County Counsel and the Museum, so long as such Amendments do not exceed the approved funding.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Museum is dedicated to preserving the rural history of the Antelope Valley. Approval of the recommended action will provide funding in the amount of \$32,415 to support the Museum for the development of the Research Library and Meeting Room and the Museum will make available its Collection for use by the Public Library.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan Goal of Integrated Service Delivery (Goal 3).

FISCAL IMPACT/FINANCING

Funding in the amount of \$32,415 was provided by the Fifth District to be used for the development and support of the Research Library and Meeting Room. This funding has been transferred to the Public Library's operating budget and may be used to reimburse the Museum for furniture, computers and peripherals, supplies, scholarship, and services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed and approved the proposed Funding Agreement as to form.

The Board of Supervisors approved funding under Government Code 26227 and the Museum agrees to make available its digitized photo collection for use by the County under the 'Fair Use' doctrine of the Copyright Law of the United States (Title 17, US Code).

ENVIRONMENTAL DOCUMENTATION

The recommended action is exempt from California Environmental Quality Act (CEQA) under the public resources code section 15378(b)(4)(5), this is a funding and administrative action and will not result in physical impact.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the proposed Funding Agreement will enable the Public Library to increase its level of service with the availability of the Museum's Collection.

CONCLUSION

If there are any questions or there is a need for additional information, please contact Yolanda De Ramus, Chief Deputy, at (562) 940-8412.

The Honorable Board of Supervisors

8/5/2014

Page 3

Respectfully submitted,

A handwritten signature in cursive script, reading "Margaret Donnellan Todd". The signature is written in dark ink on a light background.

MARGARET DONNELLAN TODD

County Librarian

MDT:YDR:AC:EM:

gg

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller



FUNDING AGREEMENT

BETWEEN

THE COUNTY OF LOS ANGELES

AND

THE ANTELOPE VALLEY RURAL MUSEUM

FOR

**THE ANTELOPE VALLEY HISTORY RESEARCH LIBRARY
AND COMMUNITY GROUP MEETING ROOM**

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
	RECITALS	1
1.	APPROVED FUNDING AND USE.....	1
2.	TERM.....	2
3.	AMENDMENTS.....	2
4.	FINANCIAL RECORDS.....	3
5.	NONDISCRIMINATION.....	3
6.	NOTICES AND APPROVALS	3
7.	SEVERABILITY.....	4
8.	EFFECTIVE DATE	4
	SIGNATURES.....	5

**FUNDING AGREEMENT
BETWEEN THE COUNTY OF LOS ANGELES AND
THE ANTELOPE VALLEY RURAL MUSEUM**

THIS AGREEMENT is made and entered into this ____ day of _____, 201__.

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body
corporate and politic ("County"),

AND

**THE ANTELOPE VALLEY RURAL
MUSEUM**, a California 501(c)(3) non-
profit organization ("Museum").

RECITALS

WHEREAS the Antelope Valley Rural Museum is located at 2551 West Avenue H, Suite 102, Lancaster, CA 93536 and is dedicated to preserving the rural history of the Antelope Valley; and

WHEREAS, in June 2013, the Museum began development of the Antelope Valley History Research Library and Community Group Meeting Room (Research Library and Meeting Room); and

WHEREAS, the Museum is currently funding the development of its Research Library and Meeting Room through the Museum's Operating Budget. The Museum submitted a request to the County for funding in support of the development of the Research Library and Meeting Room, in turn, the Museum will grant the County access to and use of the Museum's digital photo collection; and

WHEREAS, the Fifth Supervisorial District provided funding in the amount of \$32,415 to be used for the development in support of the Research Library and Meeting Room under Government Code 26227; and

WHEREAS, on August 5, 2014, the Board of Supervisors delegated authority to the County Librarian to execute this Agreement and any Amendments with the Museum concerning the Research Library and Meeting Room, so long as such Amendments do not exceed the approved funding;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. APPROVED FUNDING AND USE

1.01 The County hereby agrees to fund the Museum up to \$32,415 in support of the development of the Research Library and Meeting Room.

1.02 The County funds will be paid to the Museum within thirty (30) days of an approved invoice.

1.03 County funds may be used by the Museum for furniture, computers and peripherals, supplies, scholarship, and services in accordance with Attachment I-Budget for Research Library and Meeting Room (Budget). The Budget may be modified by mutual consent of the parties' representatives. However, the total Budget amount shall not exceed \$32,415.

1.04 The Museum agrees to make available its digitized photo collection for use by the County under the "Fair Use" doctrine, of the Copyright Law of the United States (Title 17, U.S. Code) in an online collection. The Museum will retain all rights to the collection.

2. TERM

The term of this Agreement shall be for a period of two (2) years commencing upon execution of this Agreement by the Museum and the County and shall be automatically renewed for successive one-year periods thereafter for up to three (3) years.

3. AMENDMENTS

3.01 No representative of either the County or the Museum, including those named in this Agreement, is authorized to make changes to any of the terms, obligations or conditions of this Agreement, except through procedures set forth in this Section 3.

3.02 Except as otherwise provided in this Agreement, for any change requested by either party which affects any term or condition included in this Agreement, a negotiated written Amendment to this Agreement shall be prepared and executed by the County's and Museum's authorized representative.

3.03 The County Librarian has delegated authority by the Board of Supervisors to amend this agreement consistent with County policy. A negotiated Amendment shall be executed by the County Librarian, or his/her designee.

3.04 Such Amendments shall be authorized under the following conditions:

(a) Amendments shall be in compliance with all applicable Federal, State, City and County laws, rules, regulations, ordinances, guidelines, and directives; and

(b) The County Librarian ensures that such Amendments are approved by County Counsel and the Museum.

4. FINANCIAL RECORDS

4.01 The Museum agrees to provide periodic budget status reports as an accounting for any funds reimbursed under this Agreement.

4.02 The Museum agrees to maintain satisfactory financial accounts, documents and records of expenditures and to make them available to the County for auditing upon request. The Museum also agrees to retain such financial accounts, documents and records for five (5) years following the expiration or prior termination of this Agreement.

4.03 The Museum agrees to use a generally accepted accounting system. The Museum also agrees to maintain, and make available for County inspection, accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.

4.04 At any time during the term of this Agreement or at any time within five (5) years of the expiration or prior termination of this Agreement, authorized representatives of the County may conduct an audit of the records for the purpose of verifying the appropriateness and validity of expenditures under the terms of this Agreement.

4.05 The Museum, within thirty (30) days of notification from the County of its audit findings, may dispute the audit findings in writing to the County and provide the County with records and/or documentation to support the expenditure claims. The County shall review this documentation and make a final determination as to the validity of the expenditures.

5. NONDISCRIMINATION

The Museum shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in the use of the County funds paid to the Museum pursuant to this Agreement.

6. NOTICES AND APPROVALS

All notices and approvals required to be given under the terms of this Agreement or any law applicable thereto shall be directed to the following representatives of the parties:

Chairman
Antelope Valley Rural Museum
2551 West Avenue H, Suite 102
Lancaster, CA 93536

or such other place as may hereinafter be designated in writing to the County by the Museum. Notice served by mail upon the County shall be addressed to:

County Librarian
County of Los Angeles Public Library
7400 E. Imperial Highway
Downey, California 90242

or such other place as may hereinafter be designated in writing to the Museum by the County. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

7. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

8. EFFECTIVE DATE

The effective date of this Agreement shall be on the date this Agreement is executed by the Museum and the County.

/

/

/

/

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the Antelope Valley Rural Museum has executed this Funding Agreement, or caused it to be duly executed by its authorized representative, and the County of Los Angeles by order of its Board of Supervisors, has delegated to the County Librarian the authority to execute this Agreement on its behalf on the date and year written below.

ANTELOPE VALLEY RURAL MUSEUM

By: _____
Bill Rawlings
Chairman

Date

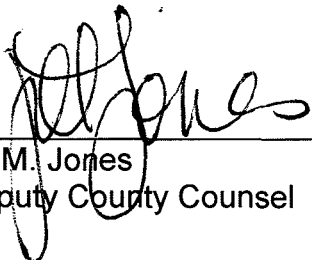
COUNTY OF LOS ANGELES

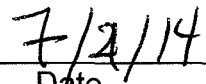
By: _____
Margaret Donnellan Todd
County Librarian

Date

APPROVED AS TO FORM FOR THE COUNTY:

John F. Krattli
County Counsel

By:  _____
Jill M. Jones
Deputy County Counsel

 _____
Date

Attachment I

**BUDGET FOR
RESEARCH LIBRARY AND MEETING ROOM**

LINE #	ITEM	Budget
1	Furniture	\$19,950.00
2	Computer and Peripherals	\$4,725.00
3	Supplies	\$3,240.00
4	Scholarship	\$1,500.00
5	Advertising	\$2,000.00
6	Timeline Photo Enlargements	\$1,000.00
Total		\$32,415.00